



**PATENT**

Docket No.: 4363-4005

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s) : Sukanta Banerjee et al.

Serial No. : 10/034,727 Group Art Unit: 1641

Filed : December 26, 2001 Examiner: TBA

For : **DIRECTED ASSEMBLY OF FUNCTIONAL HETEROSTRUCTURES**

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Commissioner of Patents  
Washington, D.C. 20231

**REVOCATION OF POWER OF ATTORNEY UNDER 37 C.F.R. §1.36 AND  
APPOINTMENT OF ATTORNEY**

Sir:

BioArray Solutions, Ltd. is the assignee of the entire right, title and interest in the above-identified patent application, by an Assignment filed herewith.

As assignee of record of the entire interest of the above-identified application, I hereby revoke all powers of attorney previously given.

I hereby appoint the following attorneys and/or agents with full power of substitution and revocation, to prosecute this application, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith:

David H. Pfeffer (Reg. No. 19,825), Harry C. Marcus (Reg. No. 22,390), Robert E. Paulson (Reg. No. 21,046), Stephen R. Smith (Reg. No. 22,615), Kurt E. Richter (Reg. No. 24,052), J. Robert Dailey (Reg. No. 27,434), Eugene Moroz (Reg. No. 25,237), John F. Sweeney (Reg. No. 27,471), Arnold I. Rady (Reg. No. 26,601), Christopher A. Hughes (Reg. No. 26,914), William S. Feiler (Reg. No. 26,728), Joseph A. Calvaruso (Reg. No. 28,287), James W. Gould (Reg. No. 28,859), Richard C. Komson (Reg. No. 27,913), Israel Blum (Reg. No. 26,710), Bartholomew Verdirame (Reg. No. 28,483), Maria C.H. Lin (Reg. No. 29,323), Joseph A. DeGirolamo (Reg. No. 28,595), Michael P. Dougherty (Reg. No. 32,730), Seth J. Atlas (Reg. No. 32,454), Andrew M. Riddles (Reg. No.

31,657), Bruce D. DeRenzi (Reg. No. 33,676), Mark J. Abate (Reg. No. 32,527), John T. Gallagher (Reg. No. 35,516), Steven F. Meyer (Reg. No. 35,613), Kenneth H. Sonnenfeld (Reg. No. 33,285), Tony V. Pezzano (Reg. No. 38,271), Andrea L. Wayda (Reg. 43,979), Walter G. Hanchuk (Reg. No. 35,179), John W. Osborne (Reg. No. 36,231), Robert K. Goethals (Reg. No. 36,813), Peter N. Fill (Reg. No. 38,876), Mary J. Morry (Reg. No. 34,398) and Kenneth S. Weitzman (Reg. No. 36,306) of Morgan & Finnegan, L.L.P. whose address is 345 Park Avenue, New York, New York, 10154; and Michael S. Marcus (Reg. No. 31,727), and John E. Hoel (Reg. No. 26,279), of Morgan & Finnegan, L.L.P., whose address is 1775 Eye Street, Suite 400, Washington, D.C. 20006.

The correspondence address to which all communications about this application are to be directed is as follows:

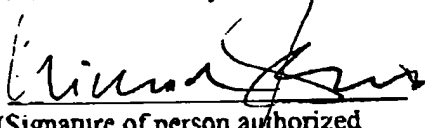
Kenneth H. Sonnenfeld  
MORGAN & FINNEGAN, L.L.P.  
345 Park Avenue  
New York, NY 10154  
(212) 415-8513 (Phone)  
(212) 751-6849 (Facsimile)

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Respectfully submitted,

On behalf of BioArray Solutions, Ltd.

Date: 5-3-02

By:   
(Signature of person authorized to sign on behalf of Assignee)

Michael Sen  
(Typed or printed name of person authorized to sign on behalf of Assignee)

CEO  
(Title of person authorized to sign on behalf of Assignee)

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PATENT  
Docket No. 4363-4005

ASSIGNMENT OF APPLICATION FOR PATENT

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MAY 13 2002

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WHEREAS:

Sukanta BANERJEE, 7 Petunia Drive, Apt. #1H, North Brunswick, New Jersey, 08902, USA

Michael Seul, residing at 84 Pleasant Avenue, Fanwood, New Jersey 07023, USA

Kairali PODUAL, 7 Petunia Drive, Apt. #1H, North Brunswick, New Jersey, 08902, USA  
(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

**DIRECTED ASSEMBLY OF FUNCTIONAL HETEROSTRUCTURES**  
(title of discovery or invention)

- ☐ for which application for Letters Patent of the United States has been executed on even date herewith,
- ☒ for which application for Letters Patent of the United States has been filed on December 26, 2001, under Serial No. 10/034,727,
- ☒ for provisional application number 60/300,025, filed June 21, 2001, and

WHEREAS:

BioArray Solutions, Ltd., with its corporate offices located at 120 Centennial Avenue,  
Piscataway, New Jersey, 08854  
(name and address of assignee)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said

discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called up to do so by the ASSIGNEE, its successors, legal representatives, or assigns sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discover in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's Signature:

Sukanta

Name

Banerjee 04-30-02

Date

Assignor's Typed Name:

Sukanta  
First Name

Middle Initial

BANERJEE  
Last Name

Citizenship:

INDIA

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this

day of

STATE OF )

ss.:

COUNTY OF )

On this 30<sup>th</sup> day of April, 2002, before me, the undersigned authority, personally appeared to me

known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified.

FRANCISCO MUNOZ  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/27/2007Francisco Munoz  
Notary Public

Assignor's Signature:

Michael

Name

4-30-02

Date

Assignor's Typed Name:

Michael  
First Name

Middle Initial

SEUL  
Last Name

Citizenship:

Germany

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this

day of

STATE OF )

ss.:

COUNTY OF )

On this 30<sup>th</sup> day of April, 2002, before me, the undersigned authority, personally appeared to me

known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified.

Francisco Munoz  
Notary PublicFRANCISCO MUNOZ  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/27/2007

Assignor's Signature: Kairali Podual 5/02/2002  
Name Date

Assignor's Typed Name: Kairali PODUAL  
First Name Middle Initial Last Name

Citizenship: INDIA

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_,

STATE OF ) New Jersey  
                  ss.:  
COUNTY OF ) Middlesex

On this 2nd day of May 2002, before me, the undersigned authority, personally appeared to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified.

[Signature]  
Notary Public

**PINKY SHOOR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES SEPT. 14, 2005**